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*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



www.dhs.lacounty.gov

December 04, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 FOR EMERGENCY AND DISASTER
MANAGEMENT SERVICES AGREEMENT NO. H-702828
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION
()
DISAPPROVE ()**

SUBJECT

Request approval of Amendment No. 2 to Agreement No. H-702828 to upgrade, and extend the term of, the Emergency and Disaster Management Services with ReddiNet® for the Emergency Communications System with the Department of Health Services' Emergency Medical Services Agency.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 2 to Agreement No. H-702828 with the Hospital Association of Southern California (HASC), to: (i) extend the term for the period January 1, 2013 through June 30, 2017, and (ii) upgrade the ReddiNet® Emergency Communications System (ReddiNet®), at a maximum cost of \$219,094 for the extension period.
2. Delegate authority to the Director, or his designee, to execute future amendments to this Agreement to increase the maximum obligation of

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 December 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

\$219,094 by no more than 10 percent annually, for an increase of up to \$21,909 per year to pay for any additional, as-needed programming, installation, maintenance, and repair services costs, subject to prior review and approval by County Counsel, and notice to the Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute an amendment to the current Agreement, substantially similar to Exhibit I, with HASC to extend the term of the Agreement through June 30, 2017 and upgrade ReddiNet® to incorporate the use of satellite technology that will provide a faster and more reliable emergency communications link with participating healthcare providers.

The Department of Health Services' (DHS) Emergency Medical Services (EMS) Agency is the coordination point between the County's Medical Alert Center (MAC) and 73 private and County hospitals. The ReddiNet® is a computerized communications system for emergency and disaster management services in Los Angeles County developed by HASC. The EMS Agency was notified that HASC has upgraded the system to satellite-based communication. Upgrading to satellite from microwave removes some of the vulnerabilities associated with a land-based system. This will strengthen the redundancy and recoverability of the entire system. Providers will have access to communication technology that accommodates increased data needs, while improving reliability and speed. DHS continuously strives to improve access to timely and accurate data in order to optimize the level of patient care provided within the County.

The ReddiNet® provides an invaluable tool for determining the real-time status of emergency departments throughout the County. This information is readily available to paramedic-base hospitals and is used to determine the most appropriate hospital, to which a 9-1-1 patient should be transported, inform hospitals of incoming 9-1-1 patients, and transmit and receive information from hospitals during a disaster. The ReddiNet® provides for the broadcasting of information to hospitals of suspected bioterrorism activity, suspected agents, decontamination procedures, and treatment protocols that could impact their emergency departments.

Approval of the second recommendation will allow the Director, or his designee, to amend this Agreement to increase the maximum obligation of \$219,094 by no more than 10 percent annually to expedite unanticipated programming, installation, maintenance, or repairs, including but not limited to, major overhaul, relocation, modification, or refurbishing of equipment.

Implementation of Strategic Plan Goals

The recommended action support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County's total estimated maximum obligation for the extension period is \$219,094. This total includes Net County Cost (NCC) of \$187,594 and Hospital Preparedness Program (HPP) grant funding of \$31,500.

The potential 10 percent annual increase of \$21,909 to the maximum obligation would only be utilized for unexpected programming, installation, maintenance, and repair services.

All fees paid under this Agreement, unless covered by grant funding, are billed to the appropriate County facility.

Funding is included in DHS' FY 2012-13 Final Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The ReddiNet®, operating since January 19, 1989, is a computerized communications system utilizing computer-controlled linkages between the County's MAC and 73 private and County hospitals. The system is utilized on an on-going basis to: 1) monitor the diversion status of emergency departments to determine the most appropriate facility for transporting 9-1-1 ambulance patients; 2) inform hospitals of incoming 9-1-1 patients; and 3) transmit and receive information from hospitals during a disaster.

On June 19, 2007, the Board approved the current Agreement with HASC, effective July 1, 2007 through June 20, 2012, which provides centralized coordination, maintenance, and administration of the ReddiNet® for on-going support services. A subsequent Amendment extended the term of the Agreement through December 31, 2012, while DHS conducted a review of additional satellite systems to determine whether another product would better serve the County's needs. Following a thorough review, and after conducting a cost/benefit analysis, DHS determined that procuring satellite services through HASC was most cost-effective.

HASC is a trade association with the technical and centralized resources to effectively administer the ReddiNet® System, which was designed, developed, and customized by HASC for the County. In preparation for the conversion from microwave to satellite, and due to the high volume of participating facilities, HASC was able to negotiate special pricing for commercial grade satellites, thereby reducing the costs involved in upgrading the system's capabilities. HASC will be able to expeditiously complete this project through separate contracts with vendors to install the satellite equipment and facilitate approvals by the California Office of Statewide Health Planning and Development (OSHPD).

This Amendment contains a negotiated alternative provision regarding limited liability exposure to the County applicable during the completion of this project, which was reviewed by the CEO's Risk Management Division. Risk Management informed DHS that the change to the insurance provision in this situation was at the discretion of DHS as a reasonable business decision. DHS determined that the value of the service outweighs any risk associated with this short-term exemption, and will allow the County to expedite the installation of equipment designed to upgrade this critical emergency medical communication system and fully utilize HPP grant funding allocated for these purposes.

This Amendment also includes provisions: 1) prohibiting the County from directly contacting any vendor or supplier for satellite services for ReddiNet without HASC's prior written approval; 2) delegating authority to HASC for providing equipment and services for satellite communications via satellite vendors and prohibiting the County from contracting with these vendors to provide any or all of the equipment or services covered by this Agreement during the term of this Agreement; 3) clarifying equipment, hardware, and software specifications, ownership, responsibilities, and licenses; 4) revising participating facilities; 5) updating fees and price schedules for hardware and software, as-needed services, satellite equipment installation and services, terminal management; 6) incorporating OSHPD consultant requirements; and 7) updating Contractor's "Business Associate" obligations under the Health Insurance Portability and Accountability Act of 1996 and the Health Care Information Technology for Economic and Clinical Health Act.

The Agreement may be terminated by either party with the provision of a 90-day prior written notice.

County Counsel has approved Exhibit I as to form. The Chief Information Office recommends approval of the Amendment (CIO Analysis attachment I).

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the continued use of a reliable countywide emergency and disaster communications system utilized by private and County hospitals and associated emergency service providers.

Respectfully submitted,



Mitchell H. Katz, M.D.

Director

MHK:rg

Enclosures



RICHARD SANCHEZ

Chief Information Officer

- c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller
Emergency Medical Services Commission
Hospital Association of Southern California



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

Attachment I

NUMBER:

CA 12-25

DATE:

11/14/2012

SUBJECT:

**APPROVAL OF AMENDMENT NO. 2 FOR EMERGENCY AND DISASTER
MANAGEMENT SERVICES AGREEMENT NO. H-702828**

RECOMMENDATION:

☒ Approve

☐ Approve with Modification

☐ Disapprove

CONTRACT TYPE:

☐ New contract

☐ Sole Source

☒ Amendment to Contract #: H-702828

☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☒ Software

☒ Hardware

☐ Telecommunications

☐ Professional Services

SUMMARY:

Department Executive Sponsor: Cathy Chidester, Director, Emergency Medical Services,
Department of Health Services

Description: Department of Health Services is requesting Board authorization to: 1) execute Amendment No. 2 to Agreement No. H-702828 with the Hospital Association of Southern California (HASC), to extend the term from January 1, 2013 through June 30, 2017, and upgrade the ReddiNet Emergency Communications System (ReddiNet), at a maximum cost of \$219,094 for the extension period; and 2) execute future amendments to increase the maximum obligation of \$219,094 by no more than 10 percent, for an increase of up to \$21,909 per year to pay for as-needed programming, installation, maintenance, and repair services costs.

Contract amount: \$219,094

Funding source: DHS Operating Budget FY 2012-13
and Hospital Preparedness
Program (HPP) Grant Funding

☐ Legislative or regulatory mandate

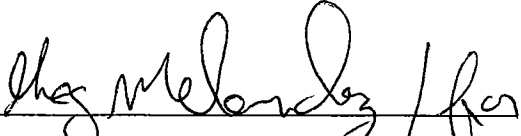
☒ Subvened/Grant funded: 14%

Strategic and business analysis	<p>PROJECT GOALS AND OBJECTIVES:</p> <p>The ReddiNet system, which is owned and operated by HASC, is a dedicated countywide emergency and disaster communications system for real-time communication and information sharing for private and County hospitals, emergency service providers for emergency medical service operations, and disaster and mass causality incidents.</p> <p>This Amendment supports the following goals:</p> <ol style="list-style-type: none"> 1. Provides satellite communication for system redundancy and recoverability during a disaster; and 2. Allows the Department to amend the Agreement to pay as-needed system maintenance and support; and to install satellite service.
	<p>BUSINESS DRIVERS:</p> <p>The business driver for this project is to assist critical patients to be routed to the appropriate hospital in the County. The new system will allow larger bandwidth, increased reliability, and improved speed.</p>
	<p>PROJECT ORGANIZATION:</p> <p>There are ReddiNet coordinators in each hospital, including the County hospitals as well as in DHS' Emergency Medical Services (EMS) Agency. There is an operational governance structure between the facilities and HASC. Changes are coordinated via the committees to the central HASC organization.</p>
	<p>PERFORMANCE METRICS:</p> <p>This is a software license and maintenance agreement for an operational system run by HASC. HASC continues to upgrade the system based on feedback from the different ReddiNet coordinators and the associated committees. The system has made significant improvements in patient care during emergencies and day-to-day basis by facilitating the optimization of resources.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The proposed Amendment supports Goal 1, Operational Effectiveness, of the County's Strategic Plan.</p>
	<p>PROJECT APPROACH:</p> <p>The system utilizes Internet for communications and will establish alternate satellite communications for system redundancy and recoverability for three DHS hospitals.</p>

	<p>ALTERNATIVES ANALYZED:</p> <p>ReddiNet is custom tailored for the hospitals with the functionality that serves the critical need for the patients in the County. The Amendment will implement satellite-based technologies that will increase the capacity of the system and at the same time reduce the costs.</p>														
Technical analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>ReddiNet is a web-based emergency and disaster communication system. Terminals are located at each hospital and communicate with the ReddiNet server via Internet. Under this Amendment, three County hospitals: Harbor/UCLA, LAC/USC and Olive View are purchasing the Hughes Satellite Systems (the HASC partner provider) as their redundant form of communicating with the ReddiNet server via Internet. Hughes' proprietary satellite system utilizes technologies like onboard digital processing, packet switching and spot beam technology to enable comparable speed, capacity, and connectivity.</p>														
Financial analysis	<p>BUDGET:</p> <p>Contract costs</p> <p>One-time costs:</p> <table> <tr> <td>Hardware.....</td><td>\$ 30,000</td></tr> <tr> <td>Software.....</td><td>\$ 0</td></tr> <tr> <td>Services</td><td>\$ 1,500</td></tr> </table> <p>Ongoing costs for the 4-1/2 year term extension:</p> <table> <tr> <td>Hardware.....</td><td>\$ 0</td></tr> <tr> <td>Software.....</td><td>\$ 64,288</td></tr> <tr> <td>Services</td><td>\$ 123,306</td></tr> <tr> <td>Sub-total Contract Costs:</td><td>\$ 219,094</td></tr> </table> <p>Other County costs: N/A</p> <p>Total one-time costs: \$ 31,500</p> <p>Total term extension costs: \$ 219,094</p>	Hardware.....	\$ 30,000	Software.....	\$ 0	Services	\$ 1,500	Hardware.....	\$ 0	Software.....	\$ 64,288	Services	\$ 123,306	Sub-total Contract Costs:	\$ 219,094
Hardware.....	\$ 30,000														
Software.....	\$ 0														
Services	\$ 1,500														
Hardware.....	\$ 0														
Software.....	\$ 64,288														
Services	\$ 123,306														
Sub-total Contract Costs:	\$ 219,094														
Risk analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. The risk of down time due to loss of Internet connectivity will be reduced due to the move to Internet/Satellite technology. 2. Better bandwidth and speed of data provided by Internet/Satellite technology will help mitigate risks to patient care. 3. The Chief Information Security Officer (CISO) has reviewed the Agreement and did not identify any IT security or privacy related issues. 														

CIO Approval

PREPARED BY:


Sanmay Mukhopadhyay, Sr. Associate CIO11/20/2012

Date

APPROVED:


Richard Sanchez, County CIO11-20-12

Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciolettranet.lacounty.gov/>

Contract No. H-702828

EMERGENCY AND DISASTER MANAGEMENT SERVICES AGREEMENT
REDDINET® EMERGENCY COMMUNICATIONS SYSTEM

AMENDMENT NO. 2

This Amendment is made and entered into this ____ day of _____, 2012 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA (hereafter "Contractor").

WHEREAS, on July 1, 2007, the County and Contractor, entered into Agreement No. H-702828 to provide an emergency communications link with all participating hospitals; and

WHEREAS, on June, 6, 2012, the Board approved Amendment No. 1 to extend the term for six months of Agreement No. H-702828; and

WHEREAS, it is the intent of the parties to extend the Agreement for an additional four (4) years and six (6) months, to and including June 30, 2017, and make other changes described hereinafter; and

WHEREAS, Contractor has established the ReddiNet® computerized emergency communications network, and is currently in the process of incorporating the use of satellite technology, in order to provide a faster and more reliable emergency communications link with all participating hospitals (collectively, the "ReddiNet® System"); and

WHEREAS, Agreement provides that changes shall be made in the form of a written amendment, which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

This Amendment shall become effective _____.

1. This Agreement is hereby amended to delete paragraph 1, TERM, in its entirety and replace it as follows:

"1. TERM:

The term of the Agreement shall commence and become effective July 1, 2007, and shall continue in full force and effect to and including June 30, 2017, unless sooner terminated revoked, or cancelled pursuant to the terms of this Agreement."

2. This Agreement is amended to delete paragraph 3, MAXIMUM COUNTY OBLIGATION, in its entirety and replace it as follows:

"3. MAXIMUM COUNTY OBLIGATION:

County's maximum payment obligation for contractor's services provided hereunder, a total of \$768,785 for the term of the Agreement, partially off-set by grant funding from the Hospital Preparedness Program ("HPP"), Exhibit D-1, U. S. Department of Health and Human Services, Assurances – Non-Construction Programs, in the amount of \$327,158, and with a net County cost of \$441,627, and shall not exceed rates detailed in Exhibit C, Fees: Terminal Management and Software License, and Attachment I-C, Fee Schedule,

Terminal Management and Software License, attached hereto and incorporated by reference."

3. The Agreement is hereby amended to add paragraph 48, DELEGATION OF AUTHORITY TO HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA, as follows:

"48. DELEGATION OF AUTHORITY TO HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA (HASC):

A. County shall not directly contact any vendor or supplier for satellite services for ReddiNet without HASC's prior written approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between County and any such vendor or supplier.

B. Without limitation, HASC entered into an equipment and service agreement regarding the provision of satellite communications services with a satellite vendor, with such vendor being referred to herein as the "Satellite Vendor," and any agreement with the Satellite Vendor being referred to herein as the "Satellite Vendor Agreement."

4. The Agreement is hereby amended to add paragraph 49, PROHIBITED SATELLITE VENDOR RELATIONSHIPS, as follows:

"49. PROHIBITED SATELLITE VENDOR RELATIONSHIPS:

County shall not contract with Satellite Vendor to provide any or all of the equipment or services covered by this Agreement during the term of this Agreement.

5. The Agreement is hereby amended to add paragraph 50, EQUIPMENT, as follows:

"50. EQUIPMENT

Packet Radio: If County is a party to a ReddiNet Master Agreement covering Packet Radio services that will be replaced and superseded by this Agreement, County is the sole owner of the Packet Radio equipment provided under that ReddiNet Master Agreement and County shall be responsible at its sole cost and expense to dispose of any such Radio Packet equipment."

6. This Agreement is hereby amended to delete Exhibit A, SERVICE LEVEL AGREEMENT HARDWARE, HARDWARE PURCHASES, SECTION III.A, HARDWARE OWNERSHIP, in its entirety and replace it as follows:

"A. HARDWARE OWNERSHIP:

County owns all ReddiNet® Hardware purchased from Contractor, as currently installed at the County facilities listed in ATTACHMENT III-A, List of Participating Facilities, which is attached hereto and incorporated by reference (the "Facilities") and any new additional, and/or replacement hardware that County may purchase from Contractor hereunder from time to time. To the

extent County obtains any equipment under this Agreement, County shall be responsible, at its sole cost and expense, to replace any such equipment as may be necessary, except to the extent expressly provided otherwise in this Agreement."

7. This Agreement is hereby amended to delete Exhibit A, SERVICE LEVEL AGREEMENT HARDWARE, HARDWARE PURCHASES, SECTION III.B, PURCHASE OF HARDWARE, in its entirety and replace it as follows:

"B. PURCHASE OF HARDWARE

HASC agrees to sell, and County agrees to purchase, the communications services (the "Communications Services") and related equipment that County ordered in ATTACHMENT IV - A, HARDWARE AND ANNUAL FEES, at the applicable rates described in ATTACHMENT I-C, Fee Schedule, Terminal Management and Software License. Notwithstanding anything to the contrary herein, County agrees that the equipment County purchases hereunder, including without limitation the satellite equipment, shall be used only for the purposes specifically set forth in this agreement and for no other purpose.

In accordance with Paragraph 48 of the Agreement, HASC has contracted with a vendor (the "Satellite Vendor") to provide certain satellite equipment and communication services as set forth in ATTACHMENT VII - A, SERVICES SCHEDULE and with a vendor (the "OSHPD Consultant") to provide certain

regulatory consulting services regard the installation of satellite equipment as set forth in ATTACHMENT IX-A, EQUIPMENT INSTALLATION SERVICES.

Should County purchase satellite as a backup for Internet communications, County shall independently supply Internet services."

8. This Agreement is hereby amended to delete Attachments I - A, REDDINET® HARDWARE and II - B REDDINET® SOFTWARE SPECIFICATIONS SUPPORTED BY CONTRACTOR, in their entirety and replace it with Attachment I - A, DEDICATED REDDINET® UNIT HARDWARE AND ASSOCIATED SOFTWARE, dated 01/31/2012.

9. This Agreement is hereby amended to delete Attachment III - A, LIST OF PARTICIPATING FACILITIES, in its entirety and replace it with ATTACHMENT III - A, LIST OF PARTICIPATING FACILITIES, dated 01/31/2012.

10. This Agreement is hereby amended to add Attachment IV - A, HARDWARE AND ANNUAL FEES, as attached hereto.

11. This Agreement is hereby amended to add Attachment V - A, AS-NEEDED SERVICE FEES, as attached hereto.

12. This Agreement is hereby amended to add Attachment VI - A, SATELLITE EQUIPMENT AND SERVICES, as attached hereto.

13. This Agreement is hereby amended to add Attachment VII - A, SERVICES SCHEDULE, as attached hereto.

14. This Agreement is hereby amended to add Attachment VIII - A, ORDER AND PRICE SCHEDULE, as attached hereto.

15. This Agreement is hereby amended to add Attachment IX - A, EQUIPMENT INSTALLATION SERVICES, as attached hereto.

16. This Agreement is hereby amended to add Attachment X - A, OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHDP) CONSULTING SERVICES - HOSPITALS, as attached hereto.

17. This Agreement is hereby amended to delete Exhibit B, SERVICE LEVEL AGREEMENT SOFTWARE LICENSE, SECTION II, COUNTY'S RESPONSIBILITIES, in its entirety and replace it as follows:

"A. County shall designate one person and one alternate to serve as HASC's support contact (the "ReddiNet® Coordinator") and County's management representative, to perform certain obligations of County under the Agreement, and to facilitate HASC's performance of the Software Support Services. Only the ReddiNet® Coordinator will be authorized to request and receive Software Support Services provided hereunder on behalf of County. County may change its ReddiNet® Coordinator at any time by notice to HASC;

B. County understands and acknowledges the need for centralized administration, maintenance, and support of the Software and agrees to utilize only the Software Support Services of HASC and its subcontractors in

connection with the Software Support Services, unless otherwise approved in advance and in writing by HASC;

C. County shall provide HASC with notice of changes to the Software or any other vital Software component made by any employee, contractor or agent of County. Such changes, without the prior express written consent of HASC, will relieve HASC of any and all obligations to provide the Software Support Services; and

D. County shall operate and maintain the most current release of the Software which HASC has made available to County."

18. This Agreement is hereby amended to add Exhibit B, SERVICE LEVEL AGREEMENT SOFTWARE LICENSE, SECTION III. E, to read as follows:

"E. COUNTY'S RETURN OF DELIVERABLES:

Upon termination of this Agreement, County shall immediately return to Contractor any Deliverables in County's possession and the original and any copy of the Software in County's possession. County shall also return proprietary training and service manuals and any promotional or advertising materials relating to the Deliverables or System to Contractor. County shall notify Contractor of any copies of software and other Contractor proprietary materials that County is not able to return to Contractor, and upon Contractor's request, County shall destroy any copies of Software and other Contractor proprietary materials that County does not return to Contractor and certify such destruction

in writing. Thereafter, County shall not be permitted to participate in the system unless County enters into a new written agreement under terms agreeable to Contractor."

19. This Agreement is hereby amended to delete Attachment I-B, REDDINET® SOFTWARE MODULES AND FEES, in its entirety and replace it with Attachment I-B, REDDINET® EMERGENCY COMMUNICATIONS SYSTEMS, MODULES AND FEES, dated 01/31/2012.

20. This Agreement is hereby amended to delete Exhibit C, FEES, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, in its entirety and replace it with Exhibit C, FEES, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, dated 01/31/2012.

21. This Agreement is hereby amended to delete Attachment I-C, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, in its entirety and replace it with Attachment I-C, FEE SCHEDULE, TERMINAL MANAGEMENT AND SOFTWARE LICENSE, dated 01/31/2012.

22. This Agreement is hereby amended to delete Exhibit F, CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, in its entirety and replace it with Exhibit F, CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND
CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT, dated 01/31/2012.

23. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell Katz, M.D.
Director Health Services

HOSPITAL ASSOCIATION OF
SOUTHERN CALIFORNIA

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF
THE COUNTY COUNSEL

DEDICATED REDDINET UNIT HARDWARE AND ASSOCIATED SOFTWARE

I. HASC Supported Hardware and Software

- a. Standard Desktop Personal Computer
- b. Keyboard and Mouse
- c. 17" Flat Panel Monitor
- d. Inkjet Printer (where applicable)
- e. Two Uninterruptible Power Supplies (UPS)
- f. Alerting Hardware (where applicable)
- g. Audio Speakers
- h. Windows® Operating System
- i. Remote Desktop Software
- j. Virus Protection
- k. Web Browser with Adobe Flash Player version 8.0.0.0 or greater
- l. Satellite dish, modems, and router

II. ReddiNet® Software Minimum PC Requirements

- a. Standard Desktop or Laptop Personal Computer
- b. Web Browser with Adobe Flash Player version 8.0.0.0 or greater
- c. 512 megabytes of system RAM or greater

III. County Supported Hardware

- a. Connectivity cables between satellite equipment and PC equipment (cabling must follow an OSHPD approved route in hospitals)
- b. Emergency power for satellite and PC equipment
- c. Workspace Area

REDDINET® EMERGENCY COMMUNICATIONS SYSTEMS, MODULES AND FEES

DELIVERABLES	ANNUAL FEE PER ORGANIZATION	INITIAL SOFTWARE FEE
Status Module - ED capacity updates and availability of emergency resources to support patient care and transport.	See Terminal Management and Software License Fee Schedule for specially negotiated rates.	N/A
Mass Casualty Incident Module - Manage MCIs. Notify responders; assess ED capacity; dispatch, re-route and arrive ambulances; locate transported and walk-in patients.	See Terminal Management and Software License Fee Schedule for specially negotiated rates.	N/A
Messages Module - Send and receive written communication directly with every participant in your network and within your self-selected out of network providers. Set message templates.	See Terminal Management and Software License Fee Schedule for specially negotiated rates.	N/A
Assessment Module - Poll healthcare providers for available resources, the status of property, personnel and supplies, track trends, and coordinate resources. Create pre-set and ad hoc polls.	See Terminal Management and Software License Fee Schedule for specially negotiated rates.	N/A
Bed Capacity Module - Record and view current and projected bed availability for hospitals and long term care facilities including HAvBED data and patient census.	See Terminal Management and Software License Fee Schedule for specially negotiated rates.	N/A
Application Programming Interface - Link ReddiNet database tables for data exchange.	\$950	\$1,500
Alerts - Via remote devices, receive self-selected alerts including messages, ED status changes, MCI notifications, and disaster warnings.	Included	
Reports - Produce point in time and historical reports from your subscribed module(s).	Included	

NOTE: Access to ReddiNet modules for specific responders is granted with the consent of local EMS agencies.

Training: Resources include a **User Guide**, an online independent **Learning Lab**, a simulated **Training County** for interactive practices, specialty webinars and **Help and Support** documents. Basic training for the software program is billed at **\$125** per hour plus travel expenses.

***Non-member hospitals** pay **\$630** per module for the following modules: (1) Status, (2) Mass Casualty Incident, (3) Messages, (4) Assessment, and (5) Bed Capacity.

Revised 01/31/2012

FEE SCHEDULE
 TERMINAL MANAGEMENT AND SOFTWARE LICENSE
 January 2013-June 2013

Facility	# Terminals	Terminal Management	Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$	-	\$	-	\$ -
LAC-USC Medical Center	1		4,138		1,363	5,501
Harbor-UCLA Medical Center	1		4,138		1,363	5,501
MLK-Harbor Hospital	0		-		545	545
Rancho Los Amigos	0		-		818	818
Olive View	1		4,138		1,363	5,501
High Desert	0		-		545	545
Mental Health	0		-		223	223
API for CommandAware			-		950	950
TOTAL FEES		\$	12,414	\$	7,170	\$ 19,584

ReddiNet Dedicated Unit and Satellite Equipment features *

Hardware
 Preventive Maintenance
 Equipment Replacement
 Alerting Hardware - one light included
 Technical Support
 Training

Facility	Cost
LAC-USC Medical Center	\$ 10,000
Harbor-UCLA Medical Center	10,000
Olive View	10,000
Total Equipment Costs:	\$ 30,000
CommandAware Custom Programming	1,500
Total One-Time Costs:	\$ 31,500.00

Total One-Time Costs **\$ 31,500.00**

Total Second-Half FY 12-13 **\$ 51,084.00**

* Includes OSHPD architectural drawings cost, installation to be completed by June 2013.

FEE SCHEDULE
 TERMINAL MANAGEMENT AND SOFTWARE LICENSE
 July 2013-June 2014

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	8,640	2,800	A,B,C,D,E,F,G	11,440
Harbor-UCLA Medical Center	1	8,640	2,800	A,B,C,D,E,F,G	11,440
MLK-Harbor Hospital	0	-	1,120	D,E,F	1,120
Rancho Los Amigos	0	-	1,680	A,D,E,F,G	1,680
Olive View	1	8,640	2,800	A,B,C,D,E,F,G	11,440
High Desert	0	-	1,120	D,E,F	1,120
Mental Health	0	-	455	B,G	455
API for CommandAware		-	950		950
TOTAL FEES		\$ 25,920	\$ 13,725		\$ 39,645

TERMINAL MANAGEMENT AND SOFTWARE LICENSE
July 2014-June 2015

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,029	2,875	A,B,C,D,E,F,G	11,904
Harbor-UCLA Medical Center	1	9,029	2,875	A,B,C,D,E,F,G	11,904
MLK-Harbor Hospital	0	-	1,150	D,E,F	1,150
Rancho Los Amigos	0	-	1,725	A,D,E,F,G	1,725
Olive View	1	9,029	2,875	A,B,C,D,E,F,G	11,904
High Desert	0	-	1,150	D,E,F	1,150
Mental Health	0	-	469	B,G	469
API for CommandAware		-	950		950
TOTAL FEES		\$ 27,087	\$ 14,069		\$ 41,156

TERMINAL MANAGEMENT AND SOFTWARE LICENSE

July 2015-June 2016

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only soft	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,435	2,960	A,B,C,D,E,F,G	12,395
Harbor-UCLA Medical Center	1	9,435	2,960	A,B,C,D,E,F,G	12,395
MLK-Harbor Hospital	0	-	1,184	D,E,F	1,184
Rancho Los Amigos	0	-	1,776	A,D,E,F,G	1,776
Olive View	1	9,435	2,960	A,B,C,D,E,F,G	12,395
High Desert	0	-	1,184	D,E,F	1,184
Mental Health	0	-	483	B,G	483
API for CommandAware		-	950		950
TOTAL FEES		\$ 28,305	\$ 14,457		\$ 42,762

TERMINAL MANAGEMENT AND SOFTWARE LICENSE

July 2016-June 2017

Facility	# Terminals	Terminal Management Current	Software License	Software Modules	Total
Coordination Points [only software]	0	\$ -	\$ -	A,B,C,D,E,F,G	\$ -
LAC-USC Medical Center	1	9,860	3,050	A,B,C,D,E,F,G	12,910
Harbor-UCLA Medical Center	1	9,860	3,050	A,B,C,D,E,F,G	12,910
MLK-Harbor Hospital	0	-	1,220	D,E,F	1,220
Rancho Los Amigos	0	-	1,830	A,D,E,F,G	1,830
Olive View	1	9,860	3,050	A,B,C,D,E,F,G	12,910
High Desert	0	-	1,220	D,E,F	1,220
Mental Health	0	-	497	B,G	497
API for CommandAware		-	950		950
TOTAL FEES		\$ 29,580	\$ 14,867		\$ 44,447

LIST OF PARTICIPATING FACILITIES

- (1) **EMS AGENCY - Medical Alert Center "Coordination Point"**
10100 Pioneer Blvd (***Invoice Mailing Address***)
Santa Fe Springs, CA 90670
(562) 347-1700 (Medical Alert Center)

EMS AGENCY - Mobile Disaster Operations Center (M-DOC)
10430 Slusher Dr.
Santa Fe Springs, CA 90670
- (2) **HARBOR-UCLA MEDICAL CENTER**
1000 W. Carson St.
Torrance, CA 90509
(310) 222-3520
- (3) **LAC+USC MEDICAL CENTER**
2051 Marengo St.
Los Angeles, CA 90033
(323) 222-9111 (Base Station)
- (4) **MLK-HARBOR HOSPITAL**
12021 S. Wilmington Ave.
Los Angeles, CA 90059
(310) 668-4426 (ER)
- (5) **RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**
7601 E. Imperial Hwy.
Downey, CA 90242
(562) 401-7022 (Admin. Office)
- (6) **OLIVE VIEW-UCLA MEDICAL CENTER**
14445 Olive View Dr.
Sylmar, CA 91342
(818) 364-4320 (ER)
- (7) **HIGH DESERT HEALTH CENTER**
44900 N. 60th St. West
Lancaster, CA 93536
(661) 945-8461 (Admin. Office)
- (8) **DEPARTMENT OF MENTAL HEALTH**
550 S. Vermont Ave.
Los Angeles, CA 90020 (REDDINET® *Internet Access Only*)

ATTACHMENT IV-A

HARDWARE AND ANNUAL FEES

ReddiNet® Hardware Pricing Schedule

PACKAGES	FEATURES	INITIAL HARDWARE FEE	ANNUAL FEE PER ORGANIZATION
ReddiNet Dedicated Unit and Satellite Equipment	Hardware Maintenance	\$10,000*	\$8,871**
	Preventive Maintenance		
	Equipment Replacement		
	Alerting Hardware-one light per unit		
	Technical Support		
	Training		
*Includes Dedicated ReddiNet Unit and Satellite Dish. Non-hospital locations pay \$9,000. **Non-member hospitals pay \$11,105.			
Visual Alert Hardware - additional lights	Technical Support	\$250 plus tax and shipping	None
Audio Alert Hardware - extra audible alert supplementing speakers on PC	Technical Support	\$800	None

AS-NEEDED SERVICE FEES**I. ReddiNet® and Special Satellite Repair And Field Support Fee Schedule**

(1) **Demand Services Rate.** Demand Services or Time and Material is defined as charges for out of scope visits to a location for repairing of physically damaged items, disconnected cables, or other diagnosis and repair of user equipment related problems. Material will be charged at cost plus 20%. The following pricing applies to Time & Material charges for out of scope services. The actual calculation is the “Hourly Rate” plus the “Travel Zone Charge.” This would be an incremental cost above and beyond the first option of remedial maintenance.

	HOURLY RATE	TRAVEL ZONE CHARGE
Normal Hours (8:00 a.m. to 5:00 p.m., Local Time, Monday-Friday)	\$125.00	0-25 Miles \$77
After Hours Weekday (5:00 p.m. to 8:00 a.m., Monday-Thursday)	\$150.00	26-50 Miles \$143
Weekend (5:00 p.m. to 8:00 a.m., Monday)	\$150.00	51-100 Miles \$286
		101+ Miles \$473

(2) **Special Equipment Charges.** In the event that special equipment is required for maintenance (including, but not limited to scaffolding and power lift trucks), County will be billed for the actual cost plus 20%. At sites requiring special equipment for physical access, onsite repair time in excess of 1 hour will be billed at prevailing rates for Demand Services specified above.

(3) False Call-Out Charge. In the event that County calls out a HASC service representative to its location, and such representative determines that the problem was not caused by HASC, HASC may assess a False Call-Out charge of \$200 per instance.

II. Special Installation Charges for Satellite

DESCRIPTION	PRICE
If a Site Survey and Report have been prepared for the applicable site and County elects not to proceed with the installations	\$300/install
Obtain permits and approvals, required additional or special documentation or requiring attendance at meeting before local planning or zoning boards	\$90/hour plus all direct expenses at cost plus 20%
Obtain permits and approvals where requested, but not required	\$90/hour plus all direct expenses at cost plus 20%
Engineering Drawings, Special Reports, etc (applies only in such drawings or reports are requested by County)	Cost plus 20%
IFL Cables (install involves two cable runs – the following pricing covers both cables for the associated length)	Included for non-hospitals
Non-plenum:	\$50 additional
up to 150 feet	\$100 additional
151 - 200 feet	\$2.50 per foot
200 - 250 feet	
> 250 feet	
Plenum:	
up to 150 feet	Included for hospitals
151 - 200 feet	

DESCRIPTION	PRICE
200 - 250 feet	\$225 additional
> 250 feet	\$350 additional \$3.50 per foot
Expedited Installation at County's request (requested with less than 15 business days of notice) charge is waived if Satellite Vendor does not meet the requested date)	\$250/site
Aborted or Cancelled Installation (This charge will only apply in cases where the installation has been cancelled by County within seven (7) days of the scheduled installation.)	\$250 each
Deinstallation of non-penetrating mount site	\$550
Site relocation charges (including site survey) assumes same city deinstall/reinstall within 72 hours, if not, add \$170 for storage and shipping	\$1,125
Nonstandard Installations	Individual Bid

OSHPD Consultation

DESCRIPTION	PRICE
See Attachment X-A to Attachment VI-A	Included in Initial Hardware Fee

SATELLITE EQUIPMENT AND SERVICES

1. HASC as Intermediary

HASC is functioning as an intermediary between Satellite Vendor and County hereunder and, accordingly, County's sole recourse with respect to any disputes regarding the provision of Satellite equipment and services by Satellite Vendor in connection with this Agreement shall be against Satellite Vendor, and County shall specifically not take any action against HASC in that regard. To the extent that County has any complaint regarding the provision of such Satellite equipment and services in connection with this Agreement, County shall notify HASC, and County and HASC shall consult in good faith and use best efforts to agree upon an appropriate course of action. County shall not directly contact Satellite Vendor without HASC's prior approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between County and Satellite Vendor.

2. Services and Equipment

During the term of this Agreement, Satellite Vendor will provide, and County will accept and pay for the satellite communication services specified in Attachment VII-A (the "Services"). As part of the Services, HASC will coordinate the sale by Satellite Vendor to County of the equipment described in Attachment VIII-A (collectively, the "Equipment") for County's specified locations. In addition, as part of the Equipment purchase, Satellite Vendor will provide the installation services set forth in Attachment IX-A to install and implement the Equipment at each such County location ("Installation Services").

From time to time, County may request Satellite Vendor to provide certain supplementary services for County, including supplementary maintenance and repair services, which are outside the scope of the Services ("Demand Services"). Whenever reasonably practicable, the parties will, prior to providing any Demand Services, develop and mutually agree in writing upon the details regarding such services. Unless otherwise specified in writing, County shall pay Satellite Vendor for any Demand Services provided by Satellite Vendor at the time and material charge rates set forth in Section of Attachment V-A.

In the event a term(s) in any of the Attachments attached hereto are inconsistent with a term(s) in this Agreement, the latter will be deemed to control.

3. County Obligations

To facilitate provision of the Equipment and Services by Satellite Vendor, County will fulfill the following obligations:

A. County hereby grants Satellite Vendor and Satellite Vendor's authorized representatives access, subject to County's reasonable security restrictions, to Equipment and related locations and areas of County's facilities and premises at its remote locations, and will

arrange permitted access to areas of third-party facilities and premises as required to enable Satellite Vendor to perform the Services to be provided under this Agreement. Satellite Vendor will comply with County's rules and regulations regarding such access, a copy of which will be furnished to Satellite Vendor by County promptly after execution of this Agreement.

B. Satellite Vendor reserves the right not to provide the Services with respect to any Equipment located at County's premises, or that of its users, where physical access to such Equipment or other conditions at the site are determined by Satellite Vendor in its reasonable discretion to be unsafe. In such an event, Satellite Vendor shall so notify County, and County may, at its option, correct the safety problem.

C. County shall ensure that Satellite Vendor representatives are provided with access to electrical power, as well as direct or indirect voice access to the VCC (defined in Attachment VII-A) as required for Satellite Vendor to efficiently perform the Services.

D. County shall ensure that County personnel cooperate with and assist Satellite Vendor, as required, to install the Equipment, and to troubleshoot, and isolate faults in the Equipment or the Software. County shall also be adequately staffed during installation and service coverage hours to assist Satellite Vendor to commission, troubleshoot, and isolate faults in, any remote terminal sites.

E. County shall ensure that site-environment conditions comply with the following requirements:

Indoors	
Operating Temperature	10°C to 40°C
Humidity	10% to 90%

F. County shall be responsible to perform all tasks assigned to it in Attachment IX-A as required for Satellite Vendor to perform the Installation Services.

G. Prior to reporting any Service faults to Satellite Vendor, HASC shall perform Tier 1 and Tier 2 troubleshooting to isolate such faults to ensure they are not caused by any hardware, software, or network equipment external to the Equipment, Software, or Services. Satellite Vendor will provide County a User Support Plan, and County shall be deemed to have met its obligation under this paragraph G if it has followed the troubleshooting script provided by Satellite Vendor prior to reporting a Service fault to Satellite Vendor. Solely as between Satellite Vendor and County, County shall be solely responsible to correct faults caused by such external hardware, software, or network equipment.

H. County shall, in a timely manner, perform any and all duties assigned to it in this Agreement, and shall provide any additional support reasonably required by Satellite Vendor to

perform the Services. County shall also provide Satellite Vendor with reasonable access to office accommodations, facilities, equipment, personnel and other resources of County to the extent required by Satellite Vendor to perform the Services. County acknowledges and agrees that the timely performance of its duties and the provision of such any resources for which it is responsible are essential to the performance of the Services by Satellite Vendor, and Satellite Vendor shall be excused from any delay in performing, or inability to perform, its duties hereunder to the extent resulting from any failure by County to perform the material duties assigned to it or to provide such resources.

4. Ownership, Inspection and Risk of Loss.

The risk of loss or damage to all Equipment will pass to County upon delivery. Title to all or a portion of the Equipment will pass to County upon payment. This Agreement will constitute a security agreement for the benefit of Satellite Vendor with respect to all Equipment delivered or installed at County's location up to the date of payment, and County hereby authorizes Satellite Vendor to sign and file on behalf of County any financing statements or other documents that may be necessary to perfect such security interest.

SERVICES SCHEDULE

1. Overview of Services

Satellite Vendor will provide full duplex point-to-multipoint satellite communications services and the VSAT equipment as described in Attachment VIII-A (respectively, “Services” and “Equipment”), during the term of this Agreement and, in accordance with the terms of this Agreement, establish a satellite communications network between an Satellite Vendor Network Operations Center (the “NOC”) and HASC’s designated locations in the contiguous United States.

2. Description of Services

2.1. Operations. Hub and network operations centers are staffed 24 hours per day, 365 days per year, with Satellite Vendor technical support personnel. The Enterprise Service Center (“ESC”) is responsible for network operations and management including configuration management and field dispatch. The ESC is also responsible for onsite maintenance and management of the Hub facilities.

2.2. Installation Services

A. Permits and Approvals. County will obtain any landlord approvals, if required, for the Service.

B. Planning and Scheduling. Installations will be performed according to a detailed installation schedule to be developed and maintained by Satellite Vendor, with the cooperation of County. Based upon the mutually approved installation schedule, the Satellite Vendor installation management team will develop a master installation schedule, which will include schedules for site survey reports, to the extent Satellite Vendor and County determine they are necessary, site preparation, and installation/commissioning of the Equipment. The master installation schedule will be updated periodically by Satellite Vendor as additional installations are scheduled and planned installations are completed.

The parties agree that additional time may be required for installation if Satellite Vendor encounters delays in obtaining any necessary permits or variances, or if nonstandard installations (as defined herein) are required. Installations are ordinarily scheduled for completion during normal working hours within a one (1) week period. County personnel will provide access to the site during normal business hours, and occasionally after normal business hours to allow timely completion of the installation.

In order to allow necessary time for installation planning, the actual installation date for each site will be determined in relation to the date County notifies Satellite Vendor that any necessary landlord approvals have been secured. Satellite Vendor will use commercially

reasonable efforts to complete installations within sixty (60) days after receipt of such notification.

C. Site Survey. Satellite Vendor will perform a site survey to identify technically suitable locations for installing the indoor and outdoor Equipment and cables, unless HASC decides that a Site Survey is unnecessary.

D. Site Preparation. For sites identified as requiring preparation by Satellite Vendor and County, Satellite Vendor will perform the following tasks:

(1) Construct a standard antenna mounting point of the standard type (as described in Paragraph 2 of Attachment III), if requested and appropriate.

(2) Provide suitable access for the connecting cable from the exterior of the building to the interior and through any concrete, masonry, or fire barrier walls between the indoor and outdoor units.

E. Standard Installation. Standard installations are described in Paragraph 2 of Attachment IX-A of the Agreement.

F. Nonstandard Installation. At those locations where standard installations do not apply, Satellite Vendor will conduct a site survey in order to determine the additional price for the non-standard Equipment installation. Such price will include the cost of using union or local facilities personnel, if required.

G. Cancellation. In the event County cancels a scheduled installation with less than seven (7) days prior notice, County will pay the site cancellation charge set forth in Section II of Attachment V-A.

Additional information and specifications relative to the responsibilities of the parties for Equipment installation are set forth in Attachment IX-A to Attachment VI-A.

2.3. Space Segment. Transponder capacity to support the County's communication network will be provided on a Ka-band satellite.

2.4. Remote Maintenance.

A. **[Intentionally Blank]**

B. Corrective Maintenance. Satellite Vendor will provide corrective maintenance for County in accordance with the terms provided in this Agreement. Satellite Vendor will restore County's malfunctioning Equipment to good working condition by performing the following corrective maintenance as required:

(1) Diagnostic testing to determine the existence and cause of the malfunction

- (2) Removal and replacement of any malfunctioning field replaceable unit ("FRU")
- (3) Reorientation (repointing) of the antenna subsystem in the event of misalignment
- (4) Repair or replacement of Equipment interconnecting cables
- (5) Reloading initializing instructions and recommissioning
- (6) Verification of proper operation and completion of service report
- (7) Notification to the VCC and the County host that Equipment has been restored to operational status

C. Service Coverages and Response Times. Satellite Vendor shall have no obligation to provide any enhanced service coverage, except by mutual written agreement of both parties (including payment to Satellite Vendor of an additional, agreed upon charge) beyond Continuous Service Coverage (24 hours per day, 365 days per year), as described herein.

After authorization of field Service dispatch, Satellite Vendor will dispatch a customer service representative ("CSR") to be onsite at County's premises, in accordance with the maintenance response time table given below (measured from the time of authorization by Satellite Vendor).

MAINTENANCE RESPONSE TIME TABLE	
DISTANCE FROM SERVICE OFFICE	RESPONSE TIME
0 - 50 miles	4 hours
51 - 100 miles	5 hours
101 - 150 miles	6 hours
151 - 200 miles	10 hours
Over 200 miles	24 hours

Response times will be met for at least 90% of all customer service calls placed in a given calendar month.

D. Spare Parts Support. Spares will be provided as part of this Agreement. An inventory of spare parts will be prepositioned at Satellite Vendor-designated local maintenance facilities that cover Equipment sites used by County.

Spares for the Equipment antenna subsystem, including reflectors, mounts, modems, and if applicable, certain video equipment will be centrally stocked at a designated location in the continental United States.

Satellite Vendor will replace malfunctioning Equipment components on a one-for-one exchange basis with a functionally equivalent spare part.

E. Remote maintenance does not include any of the following services, unless specifically requested by County, in which event the Demand Services rates specified in Attachment VIII-A will apply.

(1) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault, or negligence of the County, or causes external to the Equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication Equipment not provided to County by Satellite Vendor, or from any cause other than intended and ordinary use.

(2) Changes, modifications, or alterations in or to the Equipment by anyone other than Satellite Vendor other than Satellite Vendor-approved upgrades and configuration changes

(3) Deinstallation, relocation, or removal of the Equipment or any accessories, attachments, or other devices

2.5. Program Managers. Satellite Vendor will designate a program manager (“Program Manager”) who will represent Satellite Vendor in all aspects of the provision of Equipment and Services, and who shall be authorized to make decisions with respect to the Services on behalf of Satellite Vendor. Notwithstanding the foregoing, Satellite Vendor Program Managers are not authorized to make modifications to the pricing set forth in this Agreement unless such modifications are agreed upon in writing and approved by an appropriately authorized Satellite Vendor representative.

ORDER AND PRICE SCHEDULE**1. INITIAL ORDER OF EQUIPMENT, SOFTWARE AND SERVICES**

The following section sets forth County's Initial Order for Equipment, Software and Services.

A. Initial Order of Equipment and Software

	UNIT CHARGE
County Premise Equipment (CPE) and Software Satellite CPE deliverables include: <ul style="list-style-type: none"> • HN9500 unit <ul style="list-style-type: none"> - One active 10/100BaseT port - Internal modem w/RJ-11 • 2 Watt RF Outdoor Equipment • 0.98m antenna with standard mount • 300 linear feet of plenum IFL Cable • Site Uptime Monitoring and Management Software • Trouble Ticket Software • Standard Commercial Installation 	Included in Initial Hardware Fee (See Attachment IV-A)
Network Operations Center (NOC) Infrastructure Preparation/Setup/Training Includes labor and training cost to prepare the NOC for housing all necessary equipment to support County's network on a 24x7x365 basis. Satellite Vendor will install, configure, test County's dedicated equipment such as IP Gateway, Turbo Page server, etc.	Included in Initial Hardware Fee
DSL Modem DSL modems will be used to connect the HN 9500 to the HASC PC server utilizing the "existing" CAT-5 Ethernet cables up to 4,000 feet in length	Included in Initial Hardware Fee

	UNIT CHARGE
DSL Modem Installation Each modem installed (concurrent with satellite CPE) at a hospital will incur this incremental fee (does not include the installation of CAT-5 Ethernet cables between the DSL modems)	Included in Initial Hardware Fee
Cabling Two 15 Feet Long RJ-45 to RJ-11 Patch Cables per site. (This is to connect DSL modem with RJ-11 connector to an existing RJ-45 outlet) Two 3 Feet Long RJ45 to RJ45 568B Straight Through Patch Cables.	Included in Initial Hardware Fee

B. Initial Order of Services

	UNIT CHARGE PER MONTH
NOC Support Private IP Gateway (redundant pair); network acceleration, and proactive monitoring.	Included in Annual Fee (See Attachment IV-A)
Service Plan, including: <ul style="list-style-type: none"> • Program Management • Network Engineering • Hub Operations 7x24 • Proactive Network Monitoring • Access to Customer Care Web Portal • Level 3 Help Desk 	Included in Annual Fee
Continuous Remote Maintenance Service Coverage for Satellite CPE (24x7)	Included in Annual Fee
Continuous Remote Maintenance Service Coverage for DSL Modem (24x7)*	Included in Annual Fee

* County is responsible for CAT-5 cable, its installation and its maintenance that will connect the two DSL modems.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)
CONSULTING SERVICES - HOSPITALS

1. HASC AS INTERMEDIARY

HASC is functioning as an intermediary between Makeitright, Inc. (“OSHPD Consultant”) and County hereunder and, accordingly, County’s sole recourse with respect to any disputes regarding the provision of services by OSHPD Consultant in connection with this Agreement shall be against OSHPD Consultant, and County shall specifically not take any action against HASC in that regard. To the extent that County has any complaint regarding the provision of such services in connection with this Agreement, County shall notify HASC, and County and HASC shall consult in good faith and use best efforts to agree upon an appropriate course of action. County shall not directly contact OSHPD Consultant without HASC’s prior approval, and shall promptly provide HASC with any copies of correspondence, in any medium, between County and OSHPD Consultant.

2. PROJECT DESCRIPTION

The project consists of consulting services in order to facilitate approvals by the California OSHPD in connection with County’s replacement of several equipment components hereunder, including Antennae and Computer Hardware. It is anticipated that the installation will require accommodations for anchorage, power, data and suitability of space. It is proposed that an OSHPD project will be submitted using the SB-1838 (Pin 36) process for permitting.

3. SCOPE OF SERVICES

OSHPD Consultant will provide Professional of Record Services and Design Services as defined under the “Basic Services,” below, in connection with the project.

3.1 Professional of Record

3.1.1 Basic Services

3.1.1.1 Oversight and development of the program for testing, inspection and observation of materials and workmanship as required by the 2007 California Building Standards Administrative Code, Title 24, Part 1, Section 7-141.

3.1.1.2 Coordination of the various engineering consultants and the work of their respective disciplines.

3.1.1.3 Coordination for the permitting of the construction documents (by OSHPD) using the provisions of SB-1838 and PIN 36.

3.1.1.4 Design (administrative and technical) support of the design documents during construction.

3.1.1.5 Site visits for field coordination (2 total).

- 3.1.1.6 Development of plans, sections, details and specifications
- 3.1.1.7 Review of shop drawing submittals for general compliance with the design specifications.
- 3.1.1.8 Development of a comprehensive work plan and schedule for the development of the design.

3.1.2 Optional Services at the Sole Discretion and Expense of County

- 3.1.2.1 Development of CAD as-built drawings.
- 3.1.2.2 Environmental hazard testing, evaluation and reporting.
- 3.1.2.3 Accommodations for unseen, latent and hidden conditions

3.2 **Structural Engineering**

3.2.1 Basic Services

3.2.1.1 Engineering calculations for the verification of the existing structure and anchorage of new equipment. It is assumed that the existing structural elements are adequate to support the new equipment loads. Strengthening of existing structural elements is considered an optional service.

3.2.1.2 Structural drawings

3.2.1.3 Structural specifications

3.2.1.4 Review structural shop drawing submittals for general compliance with the design specifications.

3.2.1.5 Coordinate contractors, inspectors, testing laboratory and OSHPD for construction coordination during the implementation of the approved structural documents.

3.2.2 Optional Services at the Sole Discretion and Expense of County

- 3.2.2.1 Development of structural as-built drawings.
- 3.2.2.2 Special Seismic Certification and/or Qualification of Equipment that is considered not "Rugged" per 2007 CBC 1708.5.
- 3.2.2.3 Structural strengthening upgrade of existing building elements.

3.3 **Mechanical and Electrical Engineering:** None included in work scope.

3.4 OSHPD Consultant shall provide professional support services as defined above for a defined installation duration of 4 weeks maximum, commencing with the time when the plans for the specific site installation have been permitted by OSHPD and continuing through the date when OSHPD final field approval is obtained and documented by the standard OSHPD Final Field Report issued by the OSHPD Area Compliance Officer. Services required beyond this duration shall be at the sole discretion and expense of County.

4. LIMITATIONS

4.1 OSHPD Consultant does not guarantee OSHPD approval.

4.2 County agrees that in the event of County's unauthorized use of the project documents, County shall indemnify, defend and hold harmless OSHPD Consultant from any liability or costs which may result.

4.3 County agrees to hold harmless OSHPD Consultant from any liability or costs which may result from County's project changes that are the direct result of OSHPD field staff comments and/or reports that contradict the OSHPD approved plans issued for construction.

4.4 County agrees to hold harmless OSHPD Consultant from any liability costs which may result from County project changes that are the direct result of hidden, covered or latent conditions discovered during construction, and/or conditions resulting from any contractor's failure to follow the approved drawings and details, except in those cases where such liability or costs are the result of gross negligence or intentional actions by OSHPD Consultant.

4.5 Any services requested beyond the specified scope of services shall be at the sole discretion and expense of County.

EXHIBIT C

FEES

A. County agrees to pay Contractor the fees set forth in Attachment I-C, Fee Schedule. Such fees shall be due and payable each calendar quarter. Contractor will submit an invoice to County, at the address designated by County, once each calendar quarter during the months of January, April, July and October, and payments shall be due and payable from County at the end of the calendar quarter.

B. Until and unless revised in accordance with Section 3, Maximum County Obligation, of the Agreement, the Maximum Agreement Sum for Contractor's services under this Agreement, including ReddiNet® licensing fees and all applicable taxes, authorized by County hereunder shall not exceed the total Fiscal Year (FY) amounts as follows:

1. FY 2007-2008: One Hundred-Eighty-Five Thousand and Six Hundred and Twenty-Two Dollars (**\$185,622**) the first year, which includes an allocation of One Hundred Eighteen Thousand and Nine Hundred and Seventy-Six Dollars (**\$118,976**) for the Program consultant-trainer;
2. FY 2008-2009: One Hundred Seventy-Nine Thousand and Two Hundred and Sixty-Seven Dollars (**\$179,267**) the second year, which includes One Hundred Twenty-Three Thousand and Seven Hundred and Thirty-Five Dollars (**\$123,735**) for the Program consultant-trainer;
3. FY 2009-2010: Seventy-Nine Thousand and Two Hundred and One Dollars (**\$79,201**) the third year;
4. FY 2010-2011: Sixty Thousand and Sixty-Three Dollars (**\$60,063**) the fourth year;
5. FY 2011-12: Sixty-Four Thousand and Nineteen Dollars (**\$64,019**) the fifth year;
6. FY 2012-13: Thirty-Nine Thousand and One Hundred and Eighty-Five Dollars (**\$39,185**) the sixth year;
7. FY 2013-14: Forty Thousand and Two Hundred and Seventy Five Dollars (**\$40,275**) the seventh and final year.

This Maximum Agreement Sum covers all services delineated in Exhibit A, Service Level Agreement Hardware, and Exhibit B, Service Level Agreement Software License, attached hereinabove and incorporated by reference. Fees for software development or customization services, significant new Software functionality, support services outside the scope of this Agreement or any additional services are separate and not included in the above amounts.

C. Departmental Service Order: DHS shall bill a Departmental Service Order (“DSO”) applicable cost to the County Department of Mental Health, for services provided by EMS.

D. Relocation of Equipment: Contractor shall invoice County for relocation of equipment fees.

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.
- 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an

electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

- 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.
- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of

law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.
- 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:
 - (a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;
 - (b) shall Disclose Protected Health Information to Covered Entity upon request;
 - (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- (b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.
- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) XXX-XXXX.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
- (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health

Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity’s payment or health care operations activities: However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:
- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
 - (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration.
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.